

DocuSign Envelope ID: FD5E3C29-271D-46B4-B778-0A178253EC35

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment to Agreement for Services ("First Amendment") is made as of the last date below between Madison House Presents, LLC ("MHP") and Apex Event Management, LLC ("Company"). All capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed thereto in the Agreement (as defined below).

WHEREAS, MHP and Company entered into an Agreement for Services on or around January 27, 2020 ("Agreement") whereby Company engaged MHP for services in connection with the 2020, 2021 and 2022 Lost Lands Music Festivals.

WHEREAS, the 2020 Lost Lands Music Festival did not take place due to the COVID-19 pandemic and related prohibitions on public gatherings.

WHEREAS, as a result of the foregoing, MHP and Company seek to amend the Agreement by extending the Term and adjusting the payment terms for the 2021 Lost Lands Music Festival.

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. **Events.** The definitions of "Event" and "Events" throughout the Agreement are expanded to include the 2023 Lost Lands Music Festival and the second WHEREAS clause of the Agreement is deleted in its entirety and replaced with the following:

Company promotes and produces the Lost Lands Music Festival, scheduled to be held on dates to be determined in September 2020, 2021, 2022 and 2023 (the "Events" or, in the singular, the "2020 Event," "2021 Event," the "2022 Event" and the "2023 Event") currently expected to be held at Legend Valley in Thornville, Ohio (the "Venue").

2. **Term.** Section 3 of the Agreement is deleted in its entirety and replaced with the following:

Term.

- a. The term of this Agreement shall commence as of the Effective Date hereof and expire on the later of October 31, 2023, or the date on which all obligations of the parties have been fulfilled ("Term"), unless sooner terminated in accordance with the terms and conditions of this Agreement.
- b. MHP's services relating to management of the food concessions program at the Events shall initially only apply to the 2020 Event; however, Company may, in its sole discretion and on or before the December 15 preceding the 2021 Event and/or the 2022 Event and/or the 2023 Event exercise an option for MHP to manage the food concessions program at the 2021, 2022 and/or 2023 Events upon the same terms and conditions as are applicable to the 2020 Event; the budget for the food concessions program at the 2021, 2022 and/or 2023 Events (if applicable) will be subject to Company's prior written approval. The parties acknowledge and agree that Company has exercised its option for MHP to manage the food concessions program at the 2021 Event.

3. **Compensation.** The parties acknowledge that a payment of \$175,000 for the 2020 Event was paid by Company and received by MHP and that no further payments for the 2020 Event are due and owed to MHP. The provision in Section 4 of the Agreement titled "2021 and 2022 Event MHP Fees" is deleted in its entirety and replaced with the following:

2021 Event MHP

For the 2021 Event only, the MHP Fee shall be reduced from Seven Hundred Thousand Dollars (\$700,000) to Five Hundred and Twenty-Five Thousand Dollars (\$525,000)

- o One Hundred and Seventy-Five Thousand Dollars (\$175,000) due no later than fifteen (15) business days after tickets to the 2021 Event go on-sale to the public;
- o One Hundred and Seventy-Five Thousand Dollars (\$175,000) due no later than thirty (30) days prior to the first day of the 2021 Event; and

DocuSign Envelope ID: FD5E3C29-271D-46B4-B778-0A178253EC35

- o One Hundred and Seventy-Five Thousand Dollars (\$175,000) due no later than ten (10) days after the conclusion of the 2021 Event.

2022 and 2023 Event MHP Fees


- The MHP Fee for each of the 2022 and 2023 Events shall be Seven Hundred Thousand Dollars (\$700,000) per Event
 - The Parties shall agree on the timing of the 2022 and 2023 Event MHP Fees no later than December 31 each year; in the event the Parties cannot agree on such payment timing, then the same timeline that is in effect for the 2021 Event shall apply provided that under no circumstances will any portion of the MHP fee be required before the later of either: (a) 15 business days after tickets to the 2022 Event or 2023 Event (as applicable) go on-sale to the public; or (b) the December 15 preceding the 2022 Event and/or the 2023 Event (as applicable).
4. In the event that the 2021 Event is cancelled due to the COVID-19 pandemic and related prohibitions on public gatherings, either at the Company's election to be made in its sole discretion after consultation with MHP or because of government restrictions or medical recommendations, then after the date of such cancellation, Company will not be required to pay any additional portion of the Compensation for the 2021 Event that would otherwise have been required after the date of such cancellation and MHP will have earned all amounts paid to it prior to the cancellation in accordance with the payment schedule set forth in Section 3 above. For purposes of clarification, if Company cancels the Event but has not timely paid MHP in accordance with the schedule set forth in Section 3 above, then Company shall still owe MHP any payment(s) that were due prior to the cancellation (e.g., if the cancellation occurs 29 days prior to the first day of the Event, Company owes MHP the first two payments described in Section 3 above, totalling \$350,000).
5. Exhibit B. The list of MHP Services described in Exhibit B shall be extended to apply to the 2023 Event in addition to the 2021 and 2022 Events.
6. Section 7(f) is deleted and replaced with the following:
- "Event Cancellation Insurance. The Parties agree that the intent is for Company to obtain event cancellation insurance and that Company shall use its best efforts to procure and maintain with duly licensed insurance carriers event cancellation insurance in an amount consistent with industry standards for similarly-sized festivals based on existing market conditions and with assistance and input from MHP, including terrorism and FEAR coverage, for each Event; such coverage will be considered a show expense and will cover all Event-related expenses, including the MHP Fee and any other amounts due to MHP. In the event of a partial or full cancellation of an Event, Apex shall be responsible for all contractual commitments owed in connection with the Event, including (without limitation) ticketholders, vendors, suppliers, etc. Notwithstanding the foregoing, Company is not required to procure rain-out insurance."*
7. The Parties acknowledge that Company paid MHP an additional amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) in 2020. A portion of this amount was used to pay expenses for the 2020 Event, and the remainder is intended to be used to pay expenses for the 2021 Event, by the mutual approval of the Parties. For purposes of clarification, this amount differs from the \$175,000 described in Section 3 above, does not constitute compensation to MHP and any portion of this amount that is not actually used to pay expenses for the 2021 Event will be reimbursed by MHP to Company.
8. Except as otherwise set forth herein, all terms of the Agreement shall remain in full force and effect.
9. This document may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute the same agreement to amend.

[Signature page follows]

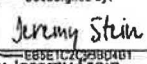
DocuSign Envelope ID: FD5E3C29-271D-46B4-B778-0A178253EC35

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Services and have made it effective.

APEX EVENT MANAGEMENT, LLC:

By: 
Name: Jeff Abel
Title: President
Date: April 12, 2021

MADISON HOUSE PRESENTS, LLC

DocuSigned by:
By: 
Name: Jeremy Stein
Title: President
Date: 4/14/2021